

Before The
FEDERAL COMMUNICATIONS COMMISSION
 Washington, DC 20554

RECEIVED

FEB 6 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Application of Verizon New England Inc., Bell
 Atlantic Communications, Inc. (d/b/a Verizon
 Long Distance), NYNEX Long Distance
 Company (d/b/a Verizon Enterprise Solutions),
 and Verizon Global Networks Inc., for
 Authorization To Provide In-Region, InterLATA
 Services in Massachusetts

CC Docket No. 01-9**COMMENTS OF CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC**

Conversent Communications of Massachusetts, LLC ("Conversent" or the "Company") through its attorney, files these Comments in response to Verizon-Massachusetts' ("VZ-MA's") application under 47 USC § 271 for authorization to provide in region interLATA services. Conversent is a recent market entrant in Massachusetts. The Company provides a full array of voice, data and internet services to small and medium sized businesses by relying on its own switch, collocated transmission equipment, unbundled local loops and dark fiber interoffice transport. Although Conversent has only been in business since the fall of 1999, it has already accumulated over 27,000 local business lines in Massachusetts. Although it is certainly not its primary focus, the Company also terminates some ISP traffic in Massachusetts.

Conversent opposes VZ-MA's application on the grounds that it has failed to comply with the terms of 47 USC § 271 (c)(2)(B), has failed to comply with the terms of its Interconnection Agreement with Conversent, and has failed to comply with the Order of the Massachusetts Department of Telecommunications and Energy ("DTE" or the "Department") to pay reciprocal compensation based upon a 2:1 ratio of terminating to originating traffic. For this reason, the FCC should deny VZ-MA's application.

01-9
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I. VZ-MA has Failed to Comply with the Checklist Due to its Failure to Pay Reciprocal Compensation in Accordance with Conversent's Interconnection Agreement and the DTE's Order.

On October 21, 1998, Conversent and VZ-MA executed a standard Verizon interconnection template reflecting Conversent's adoption of the interconnection agreement between VZ-MA and Brooks Fiber of Massachusetts (the "Brooks Agreement"). Conversent opted into the Brooks Agreement because it permits a single point of interconnection for both parties; it does not contain Verizon's standard Geographically Relevant Interconnection Points ("GRIPs") language; it contains the best rates for unbundled network elements, especially unbundled loops; and because Conversent knew that VZ-MA had been paying reciprocal compensation to Brooks Fiber for calls to ISPs served by Brooks Fiber under the terms of such Agreement.

On the very same day that Conversent opted into the Brooks Agreement, the Department determined that calls from end users to ISPs were subject to reciprocal compensation and issued an Order that required VZ-MA to pay reciprocal compensation for calls to ISPs¹. In February 1999, the FCC issued a ruling holding that, while ISP-bound calls are jurisdictionally interstate, parties may have agreed to treat such calls as local for purposes of compensation². In May 1999, the Department ruled that the FCC's *Declaratory Ruling* invalidated the reasoning upon which the *October 1998 Order* was based. The Department's *May 1999 Order* vacated its *October 1998 Order* and accepted VZ-MA's proposal of making payments under its interconnection

¹ *Complaint of WorldCom Technologies, Inc. (successor-in-interest to MFS Intelenet Service of Massachusetts, Inc.) against New England Telephone and Telegraph Company d/b/a Bell-Atlantic-Massachusetts for alleged breach of interconnection terms entered into under Sections 251 and 252 of the Telecommunications Act of 1996* (October 21, 1998) ("*October 1998 Order*").

² See *In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic, Declaratory Ruling in CC Docket 96-98 and Notice of Proposed Rulemaking in Docket 99-68*, CC Docket Nos. 98-98 and 99-68 (released February 26, 1999) ("*Declaratory Ruling*").

agreements at a ratio not in excess of 2:1. *Id.* at 32, 33. Conversent does not agree with the DTE's Order, but it is a valid final Order and in effect.

Conversent began billing VZ-MA for the termination of local traffic, including internet traffic, in April, 2000. Since that time, Conversent has billed VZ-MA approximately One Million Dollars (\$1,000,000.00) for the termination of local traffic, but it has only been paid approximately Two Hundred Thousand Dollars (\$200,000.00). True and accurate copies of Conversent's bills to VZ-MA for reciprocal compensation are attached to the accompanying Affidavit of Thomas Palie on Behalf of Conversent Communications of Massachusetts, LLC (the "Palie Affidavit").

Although Conversent has been billing Verizon the full amount of traffic that it terminates, Conversent understands, as referenced above, that VZ-MA is currently obligated only to make payments according to the 2:1 ratio of terminating to originating traffic. This ratio should not substantially affect Conversent because its traffic with VZ-MA is roughly within such a ratio. Unfortunately, as can be seen from the Palie Affidavit, VZ-MA has not paid Conversent for reciprocal compensation in accordance with the 2:1 ratio and insists on understating Conversent's originating traffic. As with other disputes, Conversent has tried to escalate this matter with VZ-MA so that regulatory action would not be required, but at each turn, VZ-MA creates yet another excuse for delay and, ultimately, nonpayment.

Conversent's Credit and Collections Manager, Thomas Palie, first began contacting VZ-MA about its outstanding bill for reciprocal compensation in July. Palie Affidavit at Paragraph 9. Marianne Antinarella, of Verizon, indicated she would investigate the matter. On or about August 15th, Conversent received its first payment from VZ-MA for reciprocal compensation. At the time, Conversent had billed VZ-MA for over \$600,000. Unfortunately, VZ-MA only paid \$21,347.79 of the total amount due. Palie Affidavit at Paragraph 9. When Conversent asked for an explanation for why it had not paid in full, Ms. Antinarella stated that Conversent's bill had

exceeded the 2:1 ratio because the traffic that was originating from Conversent and terminating to VZ-MA was minimal in comparison to the traffic that VZ-MA was sending to Conversent. In short, VZ's position was that there was no outstanding amount due.

After Conversent protested that VZ-MA was understating the amount of Conversent's originating traffic, VZ-MA agreed to conduct a traffic study for the month of September 2000 that would show all of the originating and terminating traffic between Conversent and VZ-MA. If the traffic study showed that the traffic between Conversent and VZ-MA was in a 2:1 ratio (originating and terminating), then VZ-MA would pay Conversent the amount owed. Palie Affidavit at Paragraph 10 .

In early October, Ms. Antinarella confirmed that VZ-MA had completed the traffic study and that it was under review. After repeated requests for the results of the traffic study, Ms. Antinarella conceded that it showed enough originating traffic from Conversent for VZ-MA to pay Conversent in full for the month of September. Palie Affidavit at Paragraph 11. Mr. Palie asked if VZ-MA would also agree to pay all prior bills in full. Ms. Antinarella responded that VZ-MA would probably want to initiate another traffic study for October and if that study also showed that traffic was in a 2:1 balance that VZ-MA would pay all of our bills in full. Palie Affidavit at Paragraph 11.

On October 27th, Conversent received an email from VZ-MA that contained the actual results of the September traffic study. A true and accurate paper copy of this email is attached to Mr. Palie's Affidavit. The October 27th email also states that the traffic study for October was underway and that VZ-MA would share those results with Conversent when it was completed. Ms. Antinarella suggested that Mr. Palie follow-up with her during the third week of November.

Beginning the third week of November, Mr. Palie dutifully attempted to request the results of the October traffic study and to request full payment by year-end. Ms. Antinarella

never returned Conversent's calls and VZ-MA has refused to provide the results of the October traffic study. Palie Affidavit at Paragraph 13.

Mr. Palie continued to escalate this matter with her supervisor at VZ-MA, Lori Carbone, who stated in mid December that the October traffic study had been completed and that VZ-MA had concluded that 42% of the traffic that Conversent was terminating was ISP traffic. She conveyed that VZ-MA's position was that it would pay 58% of Conversent's invoice because it pertained to regular voice traffic. She stated, however, that she wanted to run this by VZ-MA's attorneys and would call Mr. Palie on Monday, December 18th. Palie Affidavit at 14.

On December 18th, Ms. Carbone called Mr. Palie and told him that VZ-MA would not pay Conversent's bills until Conversent broke down the traffic it was sending VZ-MA into the percent that was local, the percent that was intrastate toll and the percent that was tandem transit traffic. Palie Affidavit at 15.

Subsequently, Conversent pointed out that the breakdown of traffic that VZ-MA was requesting is data that VZ-MA has within its control and that VZ-MA must have this data in order to properly bill Conversent for reciprocal compensation, access charges, and tandem transit service. VZ-MA asserted that Conversent is not entitled to the full payment for reciprocal compensation because VZ-MA must back out that portion of Conversent's originating traffic that constitutes toll service. This also makes no sense. To the extent a portion of the traffic that Conversent has sent to VZ-MA is toll, Conversent is entitled to compensation from VZ-MA at originating access rates. This rate is higher than the rate for reciprocal compensation. Still, VZ-MA is not offering to pay Conversent for originating intrastate switched access.

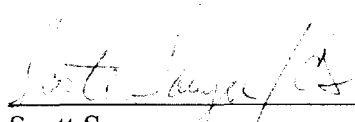
Finally, the very day before the filing of this pleading, VZ-MA's attorneys contacted Conversent and, for the first time, told the Company that it could not rely on VZ-MA's traffic study because such system "is not intended to be a billing system but a tool to help monitor and analyze traffic patterns and characteristics...the express report is intended to provide maximum

figures on traffic passed between VZ-MA and the CLECs and is often used to verify the highest possible total that VZ-MA may be billed by the CLECs for traffic terminating on their networks.” The latest stated position by VZ-MA is yet another example of how VZ-MA has continued to change its story about why it is permitted to continue to curtail Conversent’s revenue in Massachusetts. It should not be tolerated.

II. Conclusion

VZ-MA has failed to comply with the §271 checklist by violating and continue to violate the terms of its Interconnection Agreement with Conversent and the DTE’s Order concerning reciprocal compensation for internet traffic. Rather than pay Conversent the amounts owed for reciprocal compensation, VZ-MA has required Conversent to expend resources to escalate and, ultimately, litigate over revenues it needs in order to continue to expand and compete. The Commission should issue a ruling in this proceeding denying VZ-MA’s 271 Petition.

Respectfully submitted,



Scott Sawyer
Vice President-Regulatory Affairs
Conversent Communications, LLC
222 Richmond Street – Suite 301
Providence, RI 02903

cc: Chairman James Connelly, Massachusetts DTE
Commissioner W. Robert Keating, Massachusetts DTE
Commissioner Deirdre K. Manning, Massachusetts DTE
Commissioner Eugene J. Sullivan, Jr., Massachusetts DTE
Commissioner Paul B. Vasington, Massachusetts DTE
Michael Isenberg, Massachusetts DTE

**AFFIDAVIT OF THOMAS PALIE
ON BEHALF OF
CONVERSENT COMMUNICATIONS OF MASSACHUSETTS, LLC**

Thomas Palie, being duly sworn, deposes and states as follows:

1. My name is Thomas Palie. I am the Credit and Collections Manager for Conversent Communications of Massachusetts, LLC ("Conversent").
2. As Credit and Collections Manager, my primary responsibilities are to collect past due amounts of bills owed to Conversent from carriers and end users.
3. Conversent is a recent market entrant. The company provides a full array of voice, data and internet services to small and medium sized businesses by relying on its own switch, collocated transmission equipment, unbundled loops and dark fiber interoffice transport.
4. Although Conversent has only been in business since the fall of 1999, it has already accumulated over 27,000 business lines in Massachusetts. Although it is certainly not its primary marketing focus, Conversent also terminates some ISP traffic in Massachusetts.
5. Conversent began billing VZ-MA for the termination of local traffic, including internet traffic, in April, 2000¹. Since that time, Conversent has billed VZ-MA approximately One Million Dollars (\$1,000,000) for the termination of local traffic, but it has only been paid about Two Hundred Thousand Dollars (\$200,000). A true and accurate copy of Conversent's bills to VZ-MA for the period between April and December 2000 is attached to this Affidavit as Exhibit 1.
6. Although Conversent has been billing VZ-MA for the full amount of traffic that it terminates, I am aware that the Massachusetts Department of Telecommunications & Energy ("DTE") has entered an Order that accepted VZ-MA's proposal to make payments for reciprocal compensation at a ratio not in excess of 2:1 of terminating to originating traffic.
7. Conversent's lawyers have told me that they do not agree with the DTE's decision, but that it is a final Order and that VZ-MA is only obligated at this time to pay Conversent in accordance with the 2:1 ratio.
8. Unfortunately, VZ-MA has not paid Conversent for reciprocal compensation even under the limiting terms of the DTE's Order. Rather, VZ-MA continually understates Conversent's originating traffic, resulting in underpayments to Conversent for the traffic it terminates. For illustrative purposes only, I have constructed a Table showing Conversent's terminating minutes of traffic; its originating traffic; the amounts billed by

¹ Conversent's April invoice included some back billing for traffic it previously terminated.

Conversent, the amounts paid by VZ-MA; and the amounts due in accordance with the 2:1 ratio for the last three months²:

Month	Min. Terminated by Conversent	Min. Originated by Conversent	\$ Billed by Conversent	\$ Due 2:1	\$ Paid by VZ-MA
Oct-00	8,672,732	4,102,482	\$86,727.32	\$82,049.64	\$36,653.20
Nov-00	11,341,166	5,724,881	\$113,411.66	\$113,411.66	\$44,386.35
Dec-00	10,467,129	5,538,685	\$104,671.29	\$104,671.29	

As you can see from the Table, the traffic between Conversent and VZ-MA meets the 2:1 ratio, yet VZ-MA refuses to make full payment. VZ-MA is underpaying Conversent for reciprocal compensation.

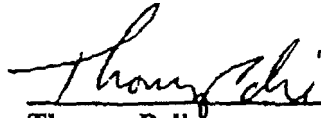
9. In July 2000, I contacted Marianne Antinarella of Verizon about VZ-MA's outstanding bill for reciprocal compensation and was told that she would investigate the matter.
10. On or about August 15, 2000, Conversent received its first payment for reciprocal compensation. At that time, Conversent had billed VZ-MA for over \$600,000.00. Unfortunately, VZ-MA only paid \$21,347.79 of the total amount due. Upon learning this, I immediately asked Ms. Antinarella to explain why Conversent had not been paid in full. She said that Conversent's bill exceeded the 2:1 ratio because the traffic that was originating from Conversent and terminating to VZ-MA was minimal in comparison to the traffic that VZ-MA was sending to Conversent. I told Ms. Antinarella that VZ-MA appeared to be understating Conversent's originating traffic. Ms. Antinarella responded that VZ-MA would conduct a traffic study for the month of September 2000 that would show all of the originating and terminating traffic between Conversent and VZ-MA. If the traffic study showed that the traffic between Conversent and VZ-MA was in a 2:1 ratio (terminating to originating) then VZ-MA would pay Conversent the amount owed.
11. In mid-October, Ms. Antinarella told me that the traffic study had been completed and that it showed enough originating traffic from Conversent for VZ-MA to pay Conversent's September invoice in full. I asked if VZ-MA would also agree to pay all prior bills in full. She responded that VZ-MA would probably want to initiate another traffic study for October and if that study also showed that traffic was in a 2:1 balance then VZ-MA would pay all of our bills in full.
12. On October 27th, I received an email from VZ-MA that contained the actual results of the September traffic study. A true and accurate paper copy of this email is attached as Exhibit 2. Although the columns of data on the email apparently became a little misaligned in the transmission, it shows that traffic in the eastern LATA was in a 2:1 ratio with Conversent terminating 9,852,618 minutes and Verizon terminating 4,974,633 minutes in the eastern LATA. The October 27th email also states that the traffic study for October was underway and that VZ-MA would share those results with Conversent when

² The originating and terminating traffic depicted in the Table are taken from Conversent's standard AMA records. These records are provided to New York Access Billing, which is used as a billing agent by both Conversent and VZ-MA.

it was finished. Ms. Antinarella suggested that I follow-up with her during the third week of November.

13. Beginning the third week of November, I repeatedly attempted to contact Ms. Antinarella to ask her for the results of the October traffic study and to request full payment by year-end. Unfortunately, Ms. Antinarella, who had previously responded promptly to all of my telephone calls, never returned my follow-up calls and VZ-MA has refused to provide the results of its October traffic study.
14. When Ms. Antinarella stopped returning my telephone calls, I escalated the matter with her supervisor, Lori Carbone, who in mid-December stated that the October traffic study had been completed and that VZ-MA had concluded that 42% of the traffic that Conversent was terminating was ISP traffic. She conveyed that VZ-MA's position was that it would pay 58% of Conversent's invoice because it pertained to regular voice traffic. She told me, however, that she wanted to run this by VZ-MA's attorneys and would call me on Monday, December 18th.
15. On December 18th, Ms. Carbone told me that VZ-MA would not pay Conversent's bills until we broke down the traffic that we were sending VZ-MA into the percent that was local, intrastate toll, and tandem transit traffic, respectively.
16. I did not understand this because it is my understanding that VZ-MA must have this data in order to properly bill Conversent for reciprocal compensation, access charges and tandem transit service. Further, if some of the traffic contained in VZ-MA's traffic study is intrastate toll traffic, it would actually increase the amount of inter-carrier compensation owed to Conversent, because such traffic would be billed at Conversent's rate for intrastate switched access. This rate is higher than the rate for reciprocal compensation.

Respectfully submitted,


Thomas Palie

Dated: 2/06/01

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EXHIBIT 1

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 060
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
5CVS9007PROMA0138
4052
05/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2809

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT

BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
TOTAL BALANCE DUE					\$0.00

DETAIL OF CURRENT CHARGES

USAGE CHARGES \$87,610.00

INTERSTATE \$0.00
INTRASTATE \$87,610.00

OTHER CHARGES AND CREDITS \$0.00

INTERSTATE \$0.00
INTRASTATE \$0.00

SURCHARGE	STATE	CITY	MTA	
INTERSTATE	\$0.00	\$0.00	\$0.00	
INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES \$87,610.00

TOTAL AMOUNT DUE BY: 06/30/00

\$87,610.00

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 060
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
SCV88007ROMA0136
4062
05/15/00
PAGE 2

SWITCH - WRCMA05DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 04/01/00 THRU 04/30/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	8745874	\$0.010000	\$87,458.74
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INTRA-LATA 800			
USAGE			
DAY	15328	\$0.010000	\$153.28
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	6305	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$87,610.00

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
6CVS9007ROMA0167
4052
08/16/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT

BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL				\$0.00
PAYMENTS APPLIED				\$0.00
ADJUSTMENTS APPLIED				\$0.00
	INTERSTATE	\$0.00		
	INTRASTATE	\$0.00		
TOTAL BALANCE DUE				\$426,914.04

DETAIL OF CURRENT CHARGES

USAGE CHARGES				\$55,514.51
	INTERSTATE	\$0.00		
	INTRASTATE	\$55,514.51		
OTHER CHARGES AND CREDITS				\$0.00
	INTERSTATE	\$0.00		
	INTRASTATE	\$0.00		
SURCHARGE	STATE		CITY	MTA
	INTERSTATE	\$0.00	\$0.00	\$0.00
	INTRASTATE	\$0.00	\$0.00	\$0.00

TOTAL CURRENT CHARGES

\$55,514.51

TOTAL AMOUNT DUE BY: 07/15/00

\$480,828.55

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

000000714052
5CV69007R0M40187
4052
08/15/00
PAGE 2

SWITCH - WRCSMA03090
LOCAL INTERCONNECT
USAGE BILLING CYCLE 05/01/00 THRU 05/31/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE DAY	6536689	\$0.010000	\$65,366.89
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INBALATA 800			
USAGE DAY	14782	\$0.010000	\$147.82
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY DAY	6484	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$65,514.61

CONVIRSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 850
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
SCV59007RQMA0197
4052
07/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 855
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT

BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			

TOTAL BALANCE DUE \$668,438.55

DETAIL OF CURRENT CHARGES

USAGE CHARGES \$66,195.34

INTERSTATE	\$0.00
INTRASTATE	\$66,195.34

OTHER CHARGES AND CREDITS \$0.00

INTERSTATE	\$0.00
INTRASTATE	\$0.00

SURCHARGE STATE CITY MTA \$0.00

INTERSTATE	\$0.00	\$0.00	\$0.00
INTRASTATE	\$0.00	\$0.00	\$0.00

TOTAL CURRENT CHARGES \$66,195.34

TOTAL AMOUNT DUE BY: 08/15/00

\$634,633.89

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 850
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999600714052
SCV09007R0MA0197
4052
07/15/00
PAGE 2

SWITCH - WRCSMA05DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 06/01/00 THRU 06/30/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	8598867	\$0.010000	\$85,988.67
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INTRA LATA 800			
USAGE			
DAY	20867	\$0.010000	\$208.67
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	8024	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$86,195.34

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
6CVS9007ROMA0228
4052
08/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT
BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
TOTAL BALANCE DUE					\$619,483.66

DETAIL OF CURRENT CHARGES

USAGE CHARGES \$63,986.95

INTERSTATE \$0.00
INTRASTATE \$63,986.95

OTHER CHARGES AND CREDITS \$0.00

INTERSTATE \$0.00
INTRASTATE \$0.00

SURCHARGE	STATE	CITY	MTA	
INTERSTATE	\$0.00	\$0.00	\$0.00	
INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES \$63,986.95

TOTAL AMOUNT DUE BY: 08/15/00

\$683,470.60

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

000000714052
SCVSD0007ROMA0228
4052
08/18/00
PAGE 2

SWITCH - WRCSMA05D80
LOCAL INTERCONNECT
USAGE BILLING CYCLE 07/01/00 THRU 07/31/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	6376327	\$0.010000	\$63,763.27
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INBALATA 800			
USAGE			
DAY	22368	\$0.010000	\$223.68
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	8917	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$63,986.95

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

099900714052
SCV69007R0MA0259
4062
09/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT

BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
TOTAL BALANCE DUE					\$650,245.82

DETAIL OF CURRENT CHARGES

USAGE CHARGES					\$113,311.83
	INTERSTATE	\$0.00			
	INTRASTATE	\$113,311.83			
OTHER CHARGES AND CREDITS					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
SURCHARGE	STATE		CITY	MTA	\$0.00
	INTERSTATE	\$0.00	\$0.00	\$0.00	
	INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES \$113,311.83

TOTAL AMOUNT DUE BY: 10/15/00

\$763,557.45

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
SCVS9007R0MA0259
4052
09/15/00
PAGE 2

SWITCH - WRCSMA08030
LOCAL INTERCONNECT
USAGE BILLING CYCLE 08/01/00 THRU 08/31/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	11290859	\$0.010000	\$112.90859
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INTRA LATA 800			
USAGE			
DAY	40505	\$0.010000	\$405.05
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	16050	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$113.311,61

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 850
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

886800714052
8CVS8007R0MA0289
4052
10/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 635
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (818)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT
BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
TOTAL BALANCE DUE					\$763,567.46

DETAIL OF CURRENT CHARGES
USAGE CHARGES \$71,105.04

	INTERSTATE	\$0.00			
	INTRASTATE	\$71,105.04			

OTHER CHARGES AND CREDITS \$0.00

	INTERSTATE	\$0.00
	INTRASTATE	\$0.00

SURCHARGE	STATE	CITY	MTA	
INTERSTATE	\$0.00	\$0.00	\$0.00	
INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES \$71,105.04

TOTAL AMOUNT DUE BY: 11/20/00

\$834,662.49

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLD
100 STATE STREET
SUITE 860
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
SCV58007PDMA0289
4052
10/16/00
PAGE 2

SWITCH - WRCSMA05DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 09/01/00 THRU 09/30/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	7075886	\$0.010000	\$70,758.86
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INBALATA 800			
USAGE			
DAY	34618	\$0.010000	\$346.18
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	12324	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$71,105.04

CONVERSANT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714062
SCV89007ROMA0920
4052
11/15/00

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BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 665
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2809

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT
BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			
TOTAL BALANCE DUE					\$780,405.82

DETAIL OF CURRENT CHARGES

USAGE CHARGES					\$86,727.32
	INTERSTATE	\$0.00			
	INTRASTATE	\$86,727.32			

OTHER CHARGES AND CREDITS					\$0.00
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	INTERSTATE	\$0.00
	INTRASTATE	\$0.00

SURCHARGE	STATE		CITY	MTA	\$0.00
	INTERSTATE	\$0.00	\$0.00	\$0.00	
	INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES					\$86,727.32
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TOTAL AMOUNT DUE BY: 12/15/00

\$877,133.14

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

966900714052
5CVSS9007F0MA0320
4052
11/15/00
PAGE 2

SWITCH - WROSMAC8DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 10/01/00 THRU 10/31/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	8626346	\$0.010000	\$86,263.46
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INBALATA 800			
USAGE			
DAY	46388	\$0.010000	\$463.88
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	17700	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$86,727.32

CONVERSENT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

999900714052
5CVS9007ROMA0360
4052
12/15/00

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (516)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING

LOCAL INTERCONNECT

BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			

TOTAL BALANCE DUE \$877,133.14

DETAIL OF CURRENT CHARGES

USAGE CHARGES					\$113,411.66
	INTERSTATE	\$0.00			
	INTRASTATE	\$113,411.66			

OTHER CHARGES AND CREDITS \$0.00

INTERSTATE	\$0.00
INTRASTATE	\$0.00

SURCHARGE	STATE	CITY	MTA	
INTERSTATE	\$0.00	\$0.00	\$0.00	
INTRASTATE	\$0.00	\$0.00	\$0.00	

TOTAL CURRENT CHARGES \$113,411.66

TOTAL AMOUNT DUE BY: 01/16/01

\$990,544.80

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

880800714052
5CVS8007R0MA0350
4082
12/15/00
PAGE 2

SWITCH - WRC5MA05DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 11/01/00 THRU 11/30/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
<u>USAGE</u>			
DAY	11281213	\$0.010000	\$112,812.18
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INTELALATA 800			
<u>USAGE</u>			
DAY	39953	\$0.010000	\$399,530.00
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
<u>QUERY</u>			
DAY	22802	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$113,411.85

CONVERSANT- MASSACHUSETTS
C/O NYAB
100 STATE STREET SUITE 650
ALBANY, NY 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

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SCVS9007R0MA1015
4052
01/16/01

PAGE 1

BELL ATLANTIC
ATTN: RECIPROCAL COMP BILLING
ROOM 655
125 HIGH STREET
BOSTON, MA 02110

BILLING INQUIRIES CALL: (518)443-2803

INTERCONNECTION BILL

CARRIER ACCESS BILLING
LOCAL INTERCONNECT
BALANCE DUE INFORMATION

TOTAL AMOUNT OF LAST BILL					\$0.00
PAYMENTS APPLIED					\$0.00
ADJUSTMENTS APPLIED					\$0.00
	INTERSTATE	\$0.00			
	INTRASTATE	\$0.00			

TOTAL BALANCE DUE \$927,393.78

USAGE CHARGES ***DETAIL OF CURRENT CHARGES*** \$104,671.29

INTERSTATE \$0.00
INTRASTATE \$104,671.29

OTHER CHARGES AND CREDITS \$0.00

INTERSTATE \$0.00
INTRASTATE \$0.00

SUBCHARGE STATE CITY MTA \$0.00

INTERSTATE \$0.00 \$0.00 \$0.00
INTRASTATE \$0.00 \$0.00 \$0.00

TOTAL CURRENT CHARGES \$104,671.29

TOTAL AMOUNT DUE BY: 02/15/01

\$1,032,065.06

PLEASE MAKE CHECK
PAYABLE TO
AND MAIL TO:

NEW YORK ACCESS BILLING, LLC
100 STATE STREET
SUITE 650
ALBANY, NEW YORK 12207

BILLING ACCOUNT NUMBER
INVOICE NUMBER
COMPANY CODE
BILL DATE

893900714062
5CVS9007R0MA1015
4052
01/15/01
PAGE 2

SWITCH - WRCMA05DS0
LOCAL INTERCONNECT
USAGE BILLING CYCLE 12/01/00 THRU 12/31/00

MASSACHUSETTS

	QUANTITY	RATE	AMOUNT
TANDEM TERMINATING			
USAGE			
DAY	10407507	\$0.010000	\$104,075.07
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
INITIALATA.800			
USAGE			
DAY	59622	\$0.010000	\$596.22
EVENING	0	\$0.010000	\$0.00
NIGHT	0	\$0.010000	\$0.00
QUERY			
DAY	21924	\$0.000000	\$0.00
EVENING	0	\$0.000000	\$0.00
NIGHT	0	\$0.000000	\$0.00
TOTAL LOCAL INTERCONNECT			\$104,671.29

EXHIBIT 2

Jones, Thomas

From: Scott Sawyer [ssawyer@conversent.com]
Sent: Sunday, February 04, 2001 1:12 PM
To: 'tjones@willkie.com'
Subject: FW: September Traffic Track Results

> -----Original Message-----

> From: Tom Palie
> Sent: Friday, January 19, 2001 12:49 PM
> To: Rob Shanahan
> Cc: Scott Sawyer; Eric Swanholm
> Subject: FW: September Traffic Track Results

> Here's a copy of the Traffic study email.

> -----Original Message-----

> From: m.f.antinearella@verizon.com [SMTP:m.f.antinearella@verizon.com]
> Sent: Friday, October 27, 2000 2:42 PM
> To: TPalie@conversent.com
> Subject: September Traffic Track Results

> Tom, as we discussed this morning, the results from our study were:

> Market	> LATA	> Conversent to Verizon	> VZ to Conversent
> MA	> 126		> 196,209
> 1,563,284			
> MA		> 128	
> 4,974,633			
> 9,852,618			

> Should you have any questions, please call me at 508.754.7337. I did
> confirm
> with my Traffic Track Manager this morning that the study for October
is
> ongoing. Unfortunately, I will not have that data until the third
week in
> November. Nevertheless, when I am notified, I will share it with you.